

**U.S. BANKRUPTCY COURT
District of South Carolina**

Case Number: **08-00776-JW**

SETTLEMENT ORDER

The relief set forth on the following pages, for a total of **4** pages including this page, is hereby **ORDERED**.

**FILED BY THE COURT
06/12/2008**



Entered: 06/13/2008

Chief US Bankruptcy Court Judge
District of South Carolina

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:)	Case No. 08-00776-JW
)	Chapter 13
Michael L. Thomas,)	
)	
Debtor(s).)	
_____)	

SETTLEMENT ORDER

This matter came before the Court on the motion of Home Loan Services, Inc. as servicer for U.S. Bank National Association, as Trustee for First Franklin Mortgage Loan Trust 2006-FF10, Mortgage Pass-Through Certificates, Series 2006-FF10, its successors and/or assigns ("Movant") for relief from the 11 U.S.C. Section 362 automatic stay.

This Court finds the Trustee, James M. Wyman, did not object to the above-referenced motion.

It appears that the Debtor did object, and the Movant and the Debtor have reached an agreement to bring his post-petition mortgage payments current, which they wish to be incorporated into a Settlement Order of this Court.

NOW, THEREFORE, upon agreement of the parties, it is hereby

ORDERED that:

a) Debtor shall continue to remit to the Movant the regular post-petition monthly payments beginning June 1, 2008, and continue said payments thereafter pursuant to the loan documents attached to the Motion for Relief from Stay regarding property located at 241 Darcy Avenue, Goose Creek, Berkeley County, South Carolina.

b) In addition to the payments set forth above, Debtor shall cure post-petition arrearage and pay attorney's fees and costs in the total amount of \$2,914.79. This total amount consists of

Settlement Order on Motion to Lift Stay

In re: 08-00776-JW

Michael L. Thomas

post-petition payments for the months of March 2008 through May 2008 in the amount of \$704.93 each; and attorney's fees and costs in the amount of \$800.00. The total amount of \$2,914.79 shall be paid directly to the Movant as follows:

in (5) consecutive monthly installments of \$485.80 each and one (1) final installment of \$485.79. Said installment payments shall commence on June 1, 2008, and continue on the first day of each consecutive month thereafter until paid in full.

The total amount shall be paid directly to the Movant at:

Home Loan Services, Inc.
150 Allegheny Center Mall
IDC-24-040
Pittsburgh, PA 15212

IT IS FURTHER ORDERED that should the Debtor fail to make the payments described above or any subsequent regular payments as well as any other escrow, late charges, costs or obligations as set forth in the Note and Mortgage with the Movant within twenty (20) days from their due date, upon an *ex parte* showing by affidavit of that default and a proposed Order Lifting Stay, the Movant shall be entitled to relief from the stay so that it can proceed immediately with its state court remedies against its collateral, including making demand for payment of the amount due and that F.R.B.P. 4001(a)(3) is waived and is not applicable to any such Order ultimately lifting the stay as to its collateral, and that Movant may immediately enforce and implement such an Order Lifting Stay upon entry with the Court. The *ex parte* provision expires twenty-four (24) months from the entry of this Order. The Movant shall report to this court any funds received as a result of a lawful disposition of the real property in excess of its total indebtedness plus any other valid lien against the subject property. The claimant agrees to waive any claim arising under 11 U.S.C. §503(b) or

Settlement Order on Motion to Lift Stay

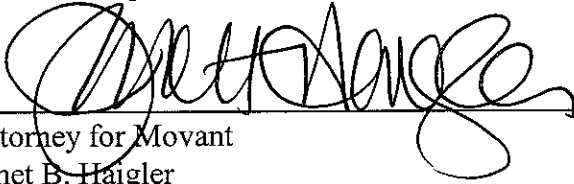
In re: 08-00776-JW

Michael L. Thomas

§507(b) as a result of this order. The Movant further agrees that any funds realized in excess of its debt will be paid to the trustee.

IT IS FURTHER ORDERED that the Debtor's default under the obligation provided for in this Order shall be deemed to be a default under the terms of any other Settlement Order between this Movant and the Debtor relating to this Property.

I certify that this order contains a true and complete statement of the agreed upon terms of settlement between the parties.

 DATE: 6-10-08

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